IN THE HIGH COURT OF JUDICATURE OF BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.80 OF 2006
WITH
CIVIL APPLICATION NO.1800 OF 2005
WITH
SECOND APPEAL NO.81 OF 2006
WITH
CIVIL APPLICATION NO.1790 OF 2005

Smt.Khatija Husain Lambe. ..Appellant.

V/s.

Abdul Ahmed Modak & Ors. ..Respondents.

Ms.Seema Sarnaik for appellant.

for Respondent.

CORAM: A.M.KHANWILKAR,J

DATE : FEBRUARY 6, 2006.

P.C. :

1. Heard counsel for the parties.

2. I see no reason to interfere with the concurrent view taken by the courts below. The findings reached by the courts below are essentially findings of fact. It is not possible to reappreciate the evidence so as to take a different view of the matter. I am in agreement with the argument canvassed on behalf of the respondent that for the nature of relief claimed by the appellant in her suit, the same could not be granted on the stand

taken that the market value of the property should have been higher to what has been referred to in the agreement. The agreement with which, we are concerned is of 29th July, 1994 executed between the plaintiff and the defendants. Parties to that agreement were bound by the terms stated therein. Suffice it to observe that no substantial question of law is raised. Hence, appeals as well as civil applications are dismissed.

2. At this stage, counsel for the appellant submits that the appellant wants to take the matter in appeal. In the circumstances, parties are directed to maintain status quo with regard to the suit property for a period of six weeks.